

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M86 Americas, Inc.	FORMERLY 8E6 Technologies, Inc.	07/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2030 Main Street, Suite 900		
Internal Address:	Attention: Senior Vice President		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77811910	M86	
Serial Number:	77811892	M86 SECURITY	
Serial Number:	77898134	SECUREBROWSING	
Serial Number:	77898158	SECURETWEETS	
Serial Number:	78405519	TURBOPIPE	
Serial Number:	77400960	8E6 PROXYBLOCKER	
Serial Number:	77400956	8E6 MOBILECLIENT	
Serial Number:	76154320	8E6 TECHNOLOGIES	
Serial Number:	76154319	8E6	
Serial Number:	76044858	R2000	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5130		

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: susan.reynholds@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: Attention: Susan Reynholds  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	363363-23
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	07/21/2010

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 20, 2010 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") and M86 AMERICAS, INC., a Delaware corporation ("Grantor").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

EXHIBIT A

Copyrights\*

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Enterprise reporter	TX0006643887	7/27/07
R3000 Internet filter	TX0006643889	7/27/07
Threat analysis reporter	TX0006643888	7/27/07

\* Currently held in record under Grantor's former name, 8E6 Technologies Inc.

EXHIBIT B

Patents\*

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System to control content and prohibit certain interactive attempts by a person using a personal computer	5835722	11/10/98
System to control and prohibit certain interactive attempts by a person using a personal computer	6065056	5/16/00

\* Currently held in record under Grantor's former name, 8E6 Technologies Inc.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
M86	77811910	8/29/09
M86 Security	77811892	8/29/09
Securebrowsing	77898134	12/21/09
SecureTweets	77898158	12/21/09
* TurboPipe	78405519	4/21/04
* 8e6 ProxyBlocker	77400960	2/19/08
* 8e6 MobileClient	77400956	2/19/08
* 8E6 TECHNOLOGIES	76154320	10/26/00
* 8E6	76154319	10/26/00
* R2000	76044858	5/9/00

\* Currently held in record under Grantor's former name, 8E6 Technologies Inc.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

828 West Taft Avenue  
Orange, CA 92865

Attn: Chief Executive Officer

M86 AMERICAS, INC.



By: John Vigouroux

Title: Chief Executive Officer

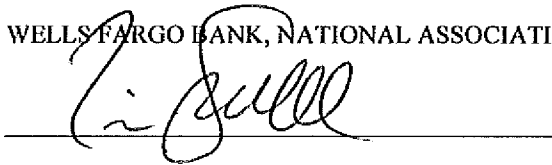
BANK:

Address of Bank:

2030 Main Street, Suite 900  
Irvine, CA 92614

Attn: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION



By:

Title:

Tim Sandel  
Senior Vice President